

**RECIPROCAL OPERATING AND EASEMENT  
AGREEMENT**

**By and Among**

**MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP**

**and**

**SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL  
PARK DISTRICT**

**and**

**CMC HEARTLAND PARTNERS**

**Dated as of September 18, 1998**

CMC HEARTLAND PARTNERS, a Delaware  
general partnership

By:   
Lawrence S. Adelson  
Chief Executive Officer

Attest:   
Charles Harrison  
Vice President/Real Estate and General Counsel

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## RECIPROCAL OPERATING AND EASEMENT AGREEMENT

THIS RECIPROCAL OPERATING AND EASEMENT AGREEMENT (hereinafter this "Agreement") is made as of this 18<sup>th</sup> day of September, 1998, by and among MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP, a Wisconsin limited partnership ("Team"), SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT ("District"), and CMC HEARTLAND PARTNERS, a Delaware general partnership ("CMC").

## RECITALS:

WHEREAS, the District and the State of Wisconsin Department of Administration ("DOA") have heretofore executed and delivered that certain "Ground Lease Agreement" (as hereinafter defined), pursuant to which DOA has leased to the District DOA's fee simple interest in and to the Premises (as defined herein and in the Ground Lease Agreement); and

WHEREAS, the District and the Team have heretofore executed and delivered that certain Miller Park "Lease Agreement" (as hereinafter defined), pursuant to which the District has subleased the premises described therein to the Team and has leased to the Team all of the District's ownership interest in and to the "Stadium Complex", as such term is defined in the Lease Agreement; and

WHEREAS, the District intends to construct the Stadium Complex on a portion of the Premises in order that the Team may conduct its home games and other special events at the Stadium Complex; and

WHEREAS, CMC is the owner of that certain tract of land described in Exhibit A attached hereto and hereby made a part hereof and identified as the "Remaining CMC Land" on Exhibit B (the "Site Plan") attached hereto and hereby made a part hereof; and

WHEREAS, CMC currently intends to develop and operate the Remaining CMC Land as a retail shopping complex or some other future development; and

WHEREAS, concurrently with the execution and delivery of this Agreement, CMC has conveyed the "CMC Tract" (described in Exhibit C attached hereto and hereby made a part hereof and as defined in that certain Agreement for Exchange of Real Estate, Construction of Roadways and Access to Roadways dated as of November 20, 1997, by and among CMC, DOA, the District, and the Team [the "Exchange Agreement"] to DOA, and DOA has conveyed the "DOA Tract" (described in Exhibit D attached hereto and hereby made a part hereof and as defined in the Exchange Agreement) to CMC; and

WHEREAS, the CMC Tract is concurrently herewith being added to and thereby becoming a part of the Premises pursuant to that certain Amendment to Ground Lease of even date herewith; and

WHEREAS, the District intends to develop the CMC Tract with parking and other spectator amenities for use in conjunction with "Events" (as hereinafter defined) conducted at the Stadium Complex from time to time; and

WHEREAS, the parties hereto desire to provide for the division of costs and expenses for the maintenance, operation and repair and/or replacement of certain portions of the CMC Tract, and the facilities located thereon, to impose covenants and obligations with respect to the use or operation thereof, and to grant certain reciprocal easements with respect thereto.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

## ARTICLE I

### DEFINITIONS

1.1 Definitions. As used in this Agreement and unless otherwise expressly indicated herein, the following terms shall have the following meanings:

"Access Roads" shall mean the North Access Road, the South Access Road, and the East Access Road, collectively, as shown on the Site Plan.

"Access Roads Maintenance Costs" shall mean as defined in Section 2.6(a) hereof.

"Agreement" shall mean this Reciprocal Operating and Easement Agreement.

"Arbitration" shall mean the resolution of any dispute arising under Section 2.5 (Maintenance and Repair) or Section 2.6 (Cost Sharing; Annual Operating Budget) of this Agreement, which dispute is specifically stated to be resolved by Arbitration at the request of either CMC or the Team (the "Dispute"). The resolution shall be decided by a single arbiter (the "Arbiter") selected by the mutual agreement of CMC and the Team from a pre-approved list of not less than three (3) individuals, which list shall be jointly determined by CMC and the Team within sixty (60) days of the date of this Agreement and updated, if appropriate, each year thereafter. Any Dispute shall be referred to the Arbiter who shall be experienced in the operating and repair costs of roads serving major commercial projects or an experienced accountant or attorney capable of fairly resolving the Dispute. In the event CMC and the Team fail to agree upon the selection of the Arbiter within ten (10) days after a failure to agree in accordance with Section 2.6 hereof, the selection shall be made by the American Arbitration Association in accordance with its applicable rules and procedures

within three (3) days after failure of CMC and the Team to agree. The appointment of Arbiter shall be for a single dispute unless the parties agree otherwise; provided, however, that a single Dispute shall also include substantially related matters, claims, controversies and disputes, as determined by the Arbiter, if CMC and the Team do not otherwise agree. The Arbiter shall be given all information, data, documents and materials germane to the Dispute and shall be instructed to render as expeditiously as possible but in any event within ten (10) working days following appointment, a decision consistent with this Agreement. Decisions of the Arbiter shall be final and not subject to arbitration or other judicial review except for those grounds for reviewing an arbitrator's award under the Wisconsin Arbitration Statute.

"Baseball Home Games" shall mean each of the Team's scheduled or rescheduled home playing dates during a Season at the Stadium Complex; each date on which any Post Season Game is scheduled or rescheduled to be played at the Stadium Complex; the date of any All-Star Game scheduled or rescheduled at the Stadium Complex; and the date of any exhibition game scheduled or rescheduled at the Stadium Complex.

"Business Day" shall mean any day other than a Saturday, a Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Wisconsin.

"City" shall mean Milwaukee, Wisconsin.

"CMC Tract" or "CMC Exchange Tract" shall mean the real property being more fully described in Exhibit C attached hereto and made a part hereof.

"Completion Date" shall mean the earliest of that certain date on which the first (i) Baseball Home Game is played in the Stadium Complex; (ii) Special Event is conducted in the Stadium Complex; and (iii) Team Uses and Events is conducted in the Stadium Complex.

"Concessions" shall mean any and all food, beverage, eating facilities or vending machines.

"County" shall mean Milwaukee County, Wisconsin.

"Designated Parking Areas" shall mean the East Lot and the River East Lot as shown on the Site Plan.

"DOA Tract" or "DOA Exchange Tract" shall mean the real property being more fully described in Exhibit D attached hereto and made a part hereof.

"East Access Road" shall mean that certain road described as such on the Site Plan.

"East Lot" shall mean that certain Designated Parking Area as shown on the Site Plan.

"Emergency" shall mean an event or occurrence which requires immediate remedial action (a) for the protection of persons or property; or (b) to comply with any legal requirement to the extent that noncompliance therewith would materially adversely affect the operations or property or would result, or may be asserted or alleged to result, in criminal or civil liability of the Team, the District, DOA or CMC.

"Event Days" shall mean any day during the Term on which Baseball Home Games, Team Uses and Events or Special Events are conducted at the Stadium Complex.

"Event Period" shall mean the period commencing four (4) hours prior to and ending two (2) hours after any Baseball Home Games, Team Uses and Events or Special Events conducted at the Stadium Complex; provided, however, that the Team shall have the right to increase or reduce the duration of the Event Period upon prior written notice to CMC for good cause. As and for examples of such good cause, a Baseball Home Game conducted on opening day of the baseball season may require a longer duration, while a Team Use and Event, such as a charitable fundraiser with a relatively small number of attendees, may require a shorter duration.

"Events" shall mean any of (i) Baseball Home Games, (ii) Team Uses and Events, or (iii) Special Events.

"Force Majeure" shall mean acts of God, fire or other casualty, earthquake, flood, epidemic, landslide, enemy act, war, holocaust, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts or labor disputes, or any other similar or like event or occurrence beyond the reasonable control of either party hereto that cause such party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder, other than one for the payment of money.

"Ground Lease Agreement" shall mean the document so titled by and between DOA and the District and dated October 21, 1996.

"Interest Rate" shall mean the interest rate of two percent (2%) above the rate of interest per annum then charged to large corporate borrowers of the highest credit standing for short-term unsecured obligations, but in no event exceeding the maximum legal rate permitted to be charged to the Team, the District or CMC, whichever is less.

"Lease Agreement" shall mean that certain Miller Park Lease Agreement by and between the District and the Team and dated as of December 31, 1996.

"Major League Baseball Season" shall mean the period of time commencing with the first Baseball Home Game each year during

the Term and ending the day after the final Baseball Home Game has been played in each such year.

"North Access Road" shall mean that certain road described as such on the Site Plan.

"Notice" shall have the meaning set forth in Section 5.1 hereof.

"Permittees" shall mean owners, lessees, and lawful occupants of any portion of the Premises and/or the Remaining CMC Property and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

"Private Roadways" shall mean any and all streets, routes, roads, ways or thoroughfares that are open for use and located on the Premises including, but not limited to, the Access Roads and which are not designated as Public Streets.

"Public Streets" shall mean all streets, routes, roads, public ways or thoroughfares which service the Premises and/or the Remaining CMC Land, have been accepted for dedication as such, and are owned and controlled by the City, the County, or the State of Wisconsin.

"Remaining CMC Land" shall mean the real property being more fully described in Exhibit A attached hereto and made a part hereof.

"Reporting Period" shall mean, from and after the date of this Agreement, each calendar quarter ending on March 31, June 30, September 30 and December 31.

"River East Lot" shall mean that portion of the CMC Exchange Tract described as such on the Site Plan.

"Security Force" shall mean either or a combination of (i) licensed, bonded and trained personnel including, without limitation, off-duty police officers or Sheriff's deputies; or (ii) a private security force trained by or on behalf of the Team and in either case, employed for the purposes of guarding and protecting persons and property from injury, theft and harm and for traffic control.

"Service Lines" shall mean any pipeline, utility line, electrical line, gas line, cable, sanitary or storm sewer, pipe, vent, conduit, duct or other line or wire that provides or distributes Utility Service to the CMC Exchange Tract, including, without limitation, all mechanical, plumbing, heating, ventilating and other fixtures and equipment necessary for such provision or distribution to the CMC Exchange Tract.

"Signalized Intersections" shall mean the electronic signalized intersections situated at both the east and west



intersections of the Highway 41 ramp terminus on the South Access Road, as shown on the Site Plan.

"Signs" shall mean directional, promotional or advertising signs, signboard frames and appurtenant fixtures designed for public display of information, including, but not limited to, information concerning or related to the Stadium Complex or the Remaining CMC Land.

"Site Plan" shall mean the overall site plan showing the CMC Exchange Tract, the DOA Exchange Tract, the Remaining CMC Land and the Premises, which overall site plan is attached hereto as Exhibit B and made a part hereof.

"South Access Road" shall mean that certain road described as such on the Site Plan.

"Special Event" shall mean any event or period of use of the Stadium Complex which has been authorized by the Team and is other than a Baseball Home Game or Team Uses and Events including, but not limited to, concerts, shows, trade shows, sporting events, or other public or private exhibitions.

"Team Uses and Events" shall mean any and all utilization of the Stadium Complex by or sponsored or authorized by the Team (other than Baseball Home Games and any Special Event).

"Term" shall mean the period commencing on the Completion Date and ending on October 20, 2095.

"Utility Service" shall mean the furnishing of water, electricity, gas, electric, electronic communications, telephone, storm or sanitary drainage and any other similar or related power or information transmission lines.

## ARTICLE II

### USE, CONTROL, MAINTENANCE AND REPAIR OF PRIVATE ROADWAYS AND/OR PUBLIC STREETS

2.1 Easement in Access Roads. At the time of execution of this Agreement, the Access Roads have been established as Private Roadways and the following provisions shall govern with respect thereto. In the event and at such time as the Access Roads, or any of them, may be dedicated to a governmental entity and thereby become Public Streets, Section 2.7 hereof shall govern with respect thereto. During the Term, there is hereby created for the benefit of the Remaining CMC Land a non-exclusive easement for the use of the Access Roads in accordance with the purposes for which the Access Roads were designed and intended. Said easement shall be used and enjoyed in common by CMC, the Team and the District, and by their respective Permittees, in connection with

the development, use and enjoyment of the Stadium Complex and the Remaining CMC Land, subject to the terms and conditions hereof.

2.2 Control of Access Roads. The Team, subject to the rights of the District under the Lease Agreement, shall have the right to control, manage, and direct the Access Roads in accordance with the terms and conditions hereinafter set forth.

2.3 Construction, Maintenance and Repair of Access Roads. The District hereby agrees to construct the Access Roads, at the District's sole cost and expense, in a first-class manner and in accordance with the plans and specifications therefor. The Team covenants and agrees, at the Team's expense (except as otherwise provided for herein), to maintain, repair and replace and keep in good order, condition and repair the Access Roads, including, without limitation, all facilities, structures and Service Lines located in or forming part of, the Access Roads, all in accordance with the provisions set forth in Section 2.5 hereof. The District has heretofore provided CMC with a set of conceptual plans for the Access Roads (such plans being dated September 15, 1997) and shall provide CMC with a set of the final plans and specifications for the Access Roads within a reasonable period of time following the completion thereof and such plans and specifications shall not be materially changed thereafter without the written consent of CMC, which consent shall not be unreasonably withheld or delayed. It is expressly understood and agreed that the vehicular bridge connecting the South Access Road east and west of the Menomonee River shall be comprised of six (6) lanes, with the applicable South Access Road tapering to four (4) lanes east of the River. The District agrees that, in the event the City requires the Access Roads to be comprised of six (6) lanes (rather than the initial four (4) lanes) as a condition of granting a building permit to CMC with respect to the development of the Remaining CMC Land, the District will construct, at its expense, such additional two (2) lanes.

2.4 CMC Use of Access Roads. The easement granted to CMC in Section 2.1 hereinabove shall be effective at such time as CMC has completed the initial phase of development of the Remaining CMC Land as evidenced by the issuance of an occupancy permit by the City (the "Access Roads Easement Effective Date").

Notwithstanding anything to the contrary set forth herein, in the event CMC desires to utilize the Access Roads prior to the Access Roads Easement Effective Date for the purpose of facilitating the construction of the CMC future development, CMC shall give prompt written notice thereof to the Team. Thereafter, CMC shall have the right to utilize the Access Roads for such construction purposes; provided, however, that (x) no such utilization by CMC shall interfere with the utilization of the Access Roads by the Team, the District, and their respective Permittees during Event Periods or otherwise; (y) CMC shall be solely responsible for any costs and expenses incurred as a result of such utilization including, but not limited to, repairs to the Access Roads which may be required as a result of the use of heavy

construction vehicles and equipment; and (z) the Team shall have the right to impose additional reasonable rules and regulations as to which CMC shall be bound.

Commencing on the Access Roads Easement Effective Date, CMC and its Permittees shall have the right to use the Access Roads subject to the terms and conditions hereinafter set forth.

(a) During Event Periods, (i) it is anticipated that prior to the Event, three (3) lanes of that portion of the South Access Road situated immediately east of the eastern-most Signalized Intersection shall be open and utilized for eastern-bound vehicular traffic only in order to facilitate the loading of vehicles into the Designated Parking Areas situated on the River East Lot and the East Lot (as shown on the Site Plan), and one (1) lane shall be open and utilized for western-bound vehicular traffic only, and (ii) subsequent to the Event, three (3) such lanes of the South Access Road shall be open and utilized for western-bound vehicular traffic only in order to facilitate the unloading of vehicles from the Designated Parking Areas situated on the River East Lot and the East Lot, and one (1) lane shall be open and utilized for eastern-bound vehicular traffic only.

(b) On non-Event Days, two (2) lanes of the South Access Road will carry vehicular traffic easterly and the other two (2) lanes shall carry vehicular traffic westerly.

(c) In order to promote the most effective traffic flow during Event Periods, and anticipated traffic volume, the Team shall have the right to control traffic through the utilization of reversible lanes and other available means.

(d) In order to promote safety and to maintain the integrity of the Team's parking procedures on Event Days, the Team shall have the right to install fencing and/or other commercially reasonable barricades in order to physically separate the East Access Road from the Remaining CMC Land. The District shall provide CMC with a set of plans for such fencing and/or other barricades in order to provide CMC an opportunity to provide comments thereon to the Team.

(e) The North Access Road shall be comprised of four (4) lanes with two (2) running easterly and two (2) lanes running westerly; provided, however, that the Team shall have the right, in its discretion, to reverse one of such lanes on Event Days in order to facilitate traffic control and safety.

(f) In the event the Access Roads, or either of them, are expanded to six (6) lanes as provided for in Section 2.3 hereinabove, the Team and CMC will seek to mutually agree upon their respective utilization of the additional lanes during Event Periods and on non-Event Days.

2.5 Maintenance and Repair. Subject to the cost sharing provisions set forth in Section 2.6 below, the Team shall, until

such time as the Access Roads (or any portion thereof) may be dedicated to the City or another governmental entity and thereby become Public Streets, (i) maintain, and when necessary repair or replace, the Access Roads in good condition, normal wear and tear excepted (provided that the District shall cause the Wisconsin Department of Transportation ["DOT"] to maintain, at DOT's sole cost and expense, that portion of the Access Roads situated between the Signalized Intersections); (ii) cause the periodic removal of debris and refuse; (iii) maintain, and when necessary replace, any appropriate directional or stop signs or markers (except that the District shall cause the DOT, at DOT's sole cost and expense, to maintain the electronic and other directional or stop signs situated at the Signalized Intersections); (iv) maintain, and when necessary replace, lighting facilities which service the Access Roads including, light standards, wires, conduits, lamps, ballasts and lenses (it being understood and agreed that the District shall cause the DOT, at DOT's sole cost and expense, to construct the portion of such lighting facilities which are situated between the Signalized Intersections); (v) maintain, and when necessary replace, all landscape plantings, trees and shrubs in an attractive condition; and (vi) during Event Periods, provide a Security Force and/or other personnel for the supervision of traffic on the Private Access Roads as conditions reasonably require in order to maintain an orderly and proper traffic flow (it being understood and agreed that CMC's obligation to share the costs thereof shall be limited to the costs of providing such Security Force and/or other personnel for the supervision of traffic on the Access Roads only and not for any other costs attributable to the remainder of the Stadium Complex).

Commencing on the Access Roads Easement Effective Date, the Team shall operate and maintain the Access Roads in accordance with Sections 2.4 and 2.5 hereof.

2.6 Cost Sharing; Annual Operating Budget; Annual Payments.

(a) Pending the Access Roads Easement Effective Date, the Team shall expend such funds as are reasonably necessary for the operation, maintenance and insurance of the Access Roads and shall promptly pay such costs ("Access Roads Maintenance Costs") when due.

In determining the standards for the cost sharing obligations hereinafter provided for, the Team and CMC hereby acknowledge and agree that, from and after the Access Roads Easement Effective Date, (i) on Event Days, the Team shall be solely responsible for all normal and customary operating costs and expenses incurred during Event Periods with respect to the utilization of the Access Roads, and CMC shall be responsible for any incremental operating costs incurred during Event Periods as a result of its use of the Access Roads; (ii) the Team, except in isolated instances, will not be utilizing the Access Roads from the conclusion of the Major League Baseball Season until opening day of the following Major League Baseball Season; and (iii) CMC will be

utilizing the Access Roads on a year-round basis, including during the winter period (when snow plowing will be required), non-Event Days and both prior and subsequent to Event Periods and thus it is anticipated that CMC will enjoy a significant disproportionate utilization of the Access Roads on both a days-per-year basis, as well as the volume of vehicles.

(b) Commencing with the calendar year in which the Access Roads Easement Effective Date occurs, the Team shall (i) within thirty (30) days after the Access Roads Easement Effective Date has occurred, and (ii) thereafter by each December 1 prior to the beginning of each calendar year thereafter, submit to CMC an estimated budget ("Budget") for the Access Roads, Maintenance Costs for operating and maintaining the Access Roads for the ensuing calendar year. The Budget shall be in a form and content reasonably acceptable to CMC and the Team and shall identify separate cost estimates for at least the categories specified under Section 2.5 hereof, as well as the premium for commercial general liability insurance covering the Access Roads. The Budget shall also include a line item for a reserve account for future repair and reconstruction costs. In determining the Budget, the Team shall take into consideration (i) the projected number of Event Days and attendance at the Stadium Complex during the ensuing calendar year, (ii) the projected number of vehicles anticipated to enter the Remaining CMC Land via the Access Roads and number of days of operation in the ensuing calendar year, and (iii) such other information as the Team shall deem relevant to an equitable sharing of the Access Roads Maintenance Costs. From time to time during the Term and at the request of either the Team or CMC, a traffic survey shall be conducted by an entity experienced in such matters in order to determine the vehicular volume to the Remaining CMC Land. The cost of such survey shall be equally divided between CMC and the Team.

If CMC disapproves the proposed Budget, it shall consult with the Team to establish a final approved Budget. If a Budget is not approved within thirty (30) days of the date it was submitted to CMC, the Team and CMC shall each have the right to submit the Budget to Arbitration for final resolution.

The Team shall use its diligent, good faith efforts to operate and maintain the Access Roads in accordance with the Budget. Notwithstanding the foregoing, the Team shall have the right to make emergency repairs to the Access Roads to prevent injury or damage to person or property, it being understood that the Team shall nevertheless advise CMC of such Emergency as soon as reasonably possible thereafter, including the corrective measures taken and the cost thereof. The Team may submit a supplemental billing to CMC, together with evidence supporting such payment, and CMC shall pay its share thereof within thirty (30) days following receipt of such supplemental billing.

(c) Subject to the readjustment provision set forth below, the Access Roads Maintenance Costs, based upon the anticipated traffic volume and days of usage by the Team for the

Stadium Complex and CMC for the Remaining CMC Land, shall be allocated as follows:

- (i) To the Team 25%
- (ii) To CMC 75%

CMC shall pay to the Team in equal monthly payments, in advance, its share of the Access Roads Maintenance Costs based either upon the amount set forth in the approved Budget, or if a Budget is not approved, then the lesser of the amount set forth in the unapproved Budget or the monthly payment established for the prior year. The Team shall reasonably estimate such costs for the partial year during which its maintenance obligations commence and CMC shall make its first payment in the month following the Team's undertaking of such maintenance and repair of the Access Roads following the Access Roads Easement Effective Date.

(d) Within ninety (90) days after the end of each calendar year, the Team shall provide CMC with a statement certified by an officer of the Team, together with supporting invoices and other materials setting forth the actual Access Roads Maintenance Costs paid by it for the operation and maintenance of such Access Roads and CMC's share of the aggregate cost thereof. If the amount paid by CMC for such calendar year shall have exceeded its share, the Team shall refund the excess to CMC at the time such certified statement is delivered, or if the amount paid by CMC for such calendar year shall be less than its share, CMC shall pay the balance of its share to the Team within thirty (30) days after receipt of such certified statement. CMC shall have the right to audit the books and records of the Team with respect to the Access Roads Maintenance Costs during normal business hours and upon not less than three (3) days' prior written notice.

In the event either CMC or the Team at any time during the Term believes that the allocation of the Access Roads Maintenance Costs does not reflect an equitable sharing of the same, then such party shall give written notice of such objection to the other party together with a detailed written explanation of the basis for such objection (the "Objection Notice"). Thereafter, in the event CMC and the Team are unable to reach agreement on a new allocation within sixty (60) days following the giving of such Objection Notice, the Team and CMC shall each have the right to submit the dispute over the allocation of the Access Roads Maintenance Costs to Arbitration for final resolution.

From and after the Access Roads Easement Effective Date, CMC shall be solely responsible for and shall pay all costs associated with, the timely removal of snow and ice from the Access Roads; provided, however, that the Team shall be responsible for snow and ice removal which may be required during Event Periods.

2.7 Public Streets. In the event and at such time as the City or some other governmental entity accepts a dedication of the Access Roads so that the same become Public Streets, the Team

and CMC shall be relieved of their respective obligations to pay the Access Roads Maintenance Costs to the extent that such governmental entity assumes such obligations. To the extent, however, such governmental entity does not assume some of the Access Roads Maintenance Costs (the "Remaining Access Roads Costs"), the Team and CMC shall endeavor to reach agreement on a Budget and, if applicable, a revised allocation of the Remaining Access Roads Costs. The provisions set forth in Section 2.6(c) hereinabove shall govern with respect to such revised allocation.

## 2.8 Security of Access Roads.

The Team agrees to utilize good faith efforts to keep all Access Roads secure by employing and maintaining a Security Force (and/or other appropriate personnel) for the Access Roads, at the Team's expense, during Event Periods on Event Days. The Team shall provide a Security Force of sufficient size to adequately monitor and provide traffic control for the Access Roads and such Security Force shall be flexible as to size dependent on the number of persons anticipated to be present in the Stadium Complex and the Remaining CMC Land on any such Event Days.

## 2.9 Insurance Requirements During Construction Periods.

The District shall, until the Completion Date and any additional construction periods during which improvements are constructed in the Access Roads and Designated Parking Areas, maintain in full force and effect, at the District's expense, insurance against damage or destruction to any Access Roads, Designated Parking Areas, Service Lines and/or other improvements for the full value thereof, including all materials, equipment, machinery and supplies for use in construction or installation of any such improvements on an "all risk" peril basis, including coverage against flood, sewer backup and earthquake, in the form of builder's risk coverage.

2.10 Insurance Requirements During Post-Construction Period. From and after the Completion Date, the Team and/or the District, as provided for in the Lease Agreement, shall maintain in full force and effect the following:

- (a) insurance against damage or destruction to the Access Roads and related improvements and betterments, including the Designated Parking Areas, by providing "all risk" peril coverage in the amount of at least ninety percent (90%) of replacement cost, subject to deductible limits not to exceed \$10,000, which expense shall be shared between the Team and the District in the same proportion as their respective ownership interests. Such insurance shall have an agreed amount endorsement;
- (b) statutory workers' compensation coverage through the State of Wisconsin, and liability coverage in the amount off \$1,000,000 per

occurrence shall be maintained by the Team and the District for their respective employees ;

- (c) "occurrence type" general liability insurance against bodily injury and Property damage arising from occurrences in and about the Access Roads and Designated Parking Areas shall be maintained by the Team. Such insurance shall be written on a commercial general liability policy form to include premises operations, product: and completed operations, Personal injury/advertising injury, independent contractors and broad form Property damage. The Policy shall also contain a general aggregate per location of not less than \$2,000,000 and a general occurrence and a products/completed operations aggregate of not less than \$1,000,000 and naming the District, DOA and CMC as additional named insureds; and
- (d) umbrella or excess liability coverage (in form no less broad than underlying coverage) shall be maintained by the Team to apply excess of automobile, general, contractual and employer's liability limits, in an amount necessary to increase overall coverage to \$50,000,000 per occurrence and naming the District, DOA and CMC as additional named insureds; provided, however, that (i) the Team shall, subject to the prior written approval of the District, have the right to reduce such coverage to a commercially reasonable amount below \$50,000,000 in the exercise of its reasonable discretion as contemplated by Section 2.11(b) below, and (ii) the District shall have the right to reasonably require the Team to increase such coverage amounts from time to time consistent with commercially reasonable practices and standards of Major League Baseball.

## 2.11 Additional Insurance Requirements.

- (a) All Policies of insurance required hereunder shall be written by carriers which are licensed to transact insurance business in Wisconsin and possess an A-policyholder's rating or better and a minimum Class XII financial size category as listed at the time of issuance by A.M. Best Insurance ("Best Reports") (the aforesaid rating classifications to be adjusted if and to the extent that Best Reports adjusts its rating categories).



- (b) All policies shall provide that they may not be canceled, non-renewed or reduced unless at least sixty (60) days' notice thereof has been provided to the additional insureds. In no event shall any party be required to insure for liability limits in excess of coverage which is available at commercially reasonable rates. In the event that tort liability reform is adopted which makes the limits of liability hereinabove provided in excess of commercially reasonable and prudent limits of liability, such limits will be equitably reduced. The insurance policies required hereunder shall be reviewed on an annual basis to determine the adequacy of the coverage amounts.
- (c) From and after the Access Roads Easement Commencement Date, CMC shall (i) carry, at its expense, the insurance coverages described in Sections 2.10(c) and (d) above (provided, however, that as to (d) above, the coverage amount shall be in the initial amount of \$5,000,000 and shall be subject to periodic adjustment as the District, the Team and CMC shall agree), naming the Team and the District as additional named insureds; and (ii) pay its allocated share of the premiums for the coverages described in Section 2.10(a) above as provided for in the Budget.

2.12 Waiver of Subrogation. The District, the Team, and CMC agree that all insurance policies against loss or damage to property and business interruption or rent/revenue loss, and all liability insurance policies required hereunder, shall be endorsed to provide that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder. Such insurance policies shall further provide that the insurer waives all rights of subrogation which such insurer might have against the other parties. Without limiting any release or waiver of liability or recovery contained in any other section of this Agreement, but rather in confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption, rent loss or liability of the types covered in Subsections 2.10(c) and (d) above, insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

2.13 Certificates. Not later than the date on which coverage is to be provided hereunder, the party required to provide

same shall furnish to the other party a certificate evidencing the required coverage.

### ARTICLE III

#### UTILITIES; CONSTRUCTION AND MAINTENANCE EASEMENTS

3.1 Grant of Easements for Utilities By CMC to the District and/or the Team. If requested by the District or the Team, CMC shall promptly give, grant and convey to the District or the Team, as may be applicable, and/or any public utilities, a non-exclusive easement, over, across and under the Remaining CMC Land for the construction, use, maintenance, repair and replacement of all Service Lines and other facilities and improvements for the provision of all Utilities which may be reasonably required in connection with the beneficial utilization of the CMC Exchange Tract and the Premises. The location of such Service Lines shall be subject to the requirement that such location shall not unreasonably interfere with CMC's present or future use of the Remaining CMC Land (with any of such Service Lines to be relocated by and at the expense of the District in the event they interfere with CMC's present or future use of the Remaining CMC Land as aforesaid), and when the location thereof is known, the parties agree to execute an amendment to this Agreement showing the exact location of such Service Lines.

3.2 Construction and Maintenance Easement. CMC hereby gives, grants and conveys to the District, its Permittees, successors and assigns, a non-exclusive easement on, over and across the Remaining CMC Land, to the extent reasonably required, to facilitate the initial construction, maintenance, repair and reconstruction of the Private Roadways, the Designated Parking Areas and the Service Lines, together with any other improvements related thereto, which easement shall include, but not be limited to, the right to place, operate and store construction equipment and materials on the CMC Exchange Tract and other activities generally conducted on similar construction projects; provided, however, that (i) none of such activities shall unreasonably interfere with CMC's use of the Remaining CMC Land, and (ii) the District shall promptly repair, at its sole expense, any damage that may be caused to the Remaining CMC Land as a result of such construction, maintenance, repair and/or reconstruction.

3.3 Temporary Easement. In the event CMC elects to demolish that certain structure known as the Wheelhouse, which is situated on the Remaining CMC Land, the District shall grant to CMC a temporary easement so as to enable CMC to cross on and over the CMC Exchange Tract for the purpose of facilitating such demolition; provided, however, that none of such activities shall unreasonably interfere with the District's and/or the Team's use of the CMC Exchange Tract, and (ii) CMC shall promptly repair, at its sole expense, any damage that may be caused to the CMC Exchange Tract

(including, but not limited to, the Access Roads) in connection with such demolition.

The easements granted in Sections 3.1 and 3.2 hereinabove shall be appurtenant to the Premises, including the CMC Exchange Tract, for the use of the District and the Team and their respective Permittees; provided, however, that the District and/or the Team may redefine that portion of the CMC Exchange Tract to which the easements granted herein shall be appurtenant without terminating or otherwise affecting the easements granted herein; provided, however, that any such redefinition does not adversely affect CMC.

#### ARTICLE IV

##### CERTAIN ENVIRONMENTAL MATTERS

4.1 Monitoring Wells. As part of an ongoing environmental analysis of a portion of the CMC Exchange Tract and the Remaining CMC Land, the District and the Team hereby acknowledge the existence of monitoring wells situated on the CMC Exchange Tract and on the western portion of the Remaining CMC Land in close proximity to the CMC Exchange Tract. The District hereby agrees to assume full responsibility for the maintenance, operation and proper abandonment of the monitoring wells in accordance with applicable regulations or as may be imposed by the Wisconsin Department of Natural Resources (the "DNR").

4.2 Grant of Access Easement. CMC hereby grants and conveys to the District a non-exclusive easement over, across and under that portion of the Remaining CMC Land on which the aforesaid monitoring wells are situated for the purpose of providing access to the District in order to enable the District, at its sole cost and expense, to collect samples from, operate, maintain and otherwise utilize the monitoring wells for the purposes intended thereby and thereafter properly abandon the same or as may otherwise be required by the DNR.

4.3 Relocation of Monitoring Wells. In the event it becomes necessary to relocate the monitoring wells in order to facilitate the development of the Remaining CMC Land, the District and CMC hereby agree to a one-time relocation of the monitoring wells to a location mutually agreed upon between the Team and the District, on the one hand, and CMC on the other hand, and as may be approved by the DNR, if necessary, with the cost of such one-time relocation to be equally divided between the District and CMC.

ARTICLE V

MISCELLANEOUS

5.1 Notices. Any notice (including, without limitation, demands, notices of consent or nonconsent, approval or disapproval, statements, requests, and invoices), election or other communication (hereinafter "Notice") which any party shall desire or be required to give pursuant to the provisions of this Agreement shall be in writing, signed by the party or officer, agent or attorney of the party giving the notice and shall be sent by registered or certified mail, return receipt requested, by facsimile or by a commercial overnight delivery service. The giving of Notices shall be deemed effective upon delivery if served personally, or by facsimile (provided that a hard copy of such Notice is also promptly sent), one (1) business day after Notice has been delivered to a commercial overnight courier service, or upon the third business day from and including the day of posting, if deposited with the United States Postal Service with postage charges prepaid, enclosed in a securely sealed, properly addressed envelope as follows:

To the Team:

Milwaukee Brewers Baseball Club  
Milwaukee County Stadium  
201 South 46th Street  
Milwaukee, WI 53214  
Attention: Wendy Selig-Prieb

With a copy to:

Foley & Lardner  
777 East Wisconsin Avenue  
Suite 3800  
Milwaukee, WI 53202-5367  
Attention: Ben J. Abrohams, Esq.

To the District:

Southeast Wisconsin Professional  
Baseball Park District  
1135 South 70th Street  
Suite 500  
West Allis, WI 53214  
Attention: Michael R. Duckett

With a copy to:

Davis & Kuelthau, S.C.  
111 East Kilbourn Avenue  
Suite 1400  
Milwaukee, WI 53202  
Attention: Norman J. Matar, Esq.

To CMC:

CMC Heartland Partners  
547 West Jackson Boulevard  
Suite 1510  
Chicago, Illinois 60680-6205  
Attention: Lawrence Adelson

With a copy to:

Friebert, Finerty & St. John, S.C.  
330 East Kilbourn Avenue  
Milwaukee, WI 53202  
Attention: John D. Finerty, Esq.

Any party may change the address to which Notices are to be directed pursuant to this Section 5.1 by providing written Notice, in a manner herein provided, of such change of address to the other parties hereto.

5.2 Covenants Running with the Land. The covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land comprising the Remaining CMC Land and the Premises, including the CMC Exchange Tract, both as to the benefits and burdens thereof and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

5.3 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which the parties may have hereunder or by law by reason of any breach of this Agreement.

5.4 Terms. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives and pronouns include one another.

5.5 No Joint Venture. Nothing contained in this Agreement shall be construed to make the parties partners or joint venturers or to render any party liable for the debts or obligations of any other party, except as expressly provided in this Agreement.

5.6 Headings. The Article, Section and Subsection headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

5.7 Agreement Contains All Terms. All of the representations, agreements, understandings and obligations of the

parties are contained herein, in the Exhibits attached hereto and the other agreements referred to herein.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5.9 Force Majeure. Except as otherwise herein expressly provided, if either party shall be delayed or hindered in or prevented from the performance of any covenant or obligation hereunder, other than for the payment of money, as a result of any Force Majeure and, provided, that the party delayed, hindered or prevented from performing notifies the other party not later than ten (10) Business Days after a Reporting Period of any such delay, hindrance or prevention occurring during the Reporting Period at issue, then the performance of such covenant or obligation, other than one for the payment of money, shall be excused for the period of the impact of such delay, hindrance or prevention and the period for the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention. Failure to so provide the Reporting Period notice as to a delay commencing during the Reporting Period at issue will result in waivers of both excuse in performance and extension of time to perform under this Section 5.9 with respect to any delay within that Reporting Period.

5.10 Amendment, Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of the Team, the District, or CMC to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Team, the District, or CMC of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Team, the District, or CMC. The payment by either party of sums due and payable hereunder, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein maintained, shall not be deemed as a waiver of such breach.

5.11 Consent. Unless otherwise specifically provided herein, no consent or approval by the Team, the District, or CMC permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

5.12 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Article, Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.13 Further Assurances. The parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

5.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP

By: MILWAUKEE BREWERS BASEBALL  
CLUB, INC.

By: [Signature]  
Name: Allan H. Selig  
Title: President

Attest: [Signature]  
Name: Wendy Selig-Prieb  
Title: Vice President and  
General Counsel

SOUTHEAST WISCONSIN PROFESSIONAL  
BASEBALL PARK DISTRICT

By: \_\_\_\_\_  
Name: Robert N. Trunzo  
Title: Chairman

CMC HEARTLAND PARTNERS

DRAFTED BY: BEN ABRONHANS

By: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

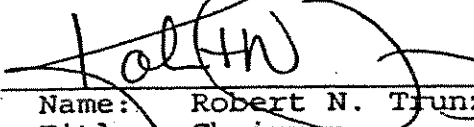
MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP

By: MILWAUKEE BREWERS BASEBALL  
CLUB, INC.

By: \_\_\_\_\_  
Name: Allan H. Selig  
Title: President

Attest: \_\_\_\_\_  
Name: Wendy Selig-Prieb  
Title: Vice President and  
General Counsel

SOUTHEAST WISCONSIN PROFESSIONAL  
BASEBALL PARK DISTRICT

By:  \_\_\_\_\_  
Name: Robert N. Trunzo  
Title: Chairman

CMC HEARTLAND PARTNERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

MILWAUKEE BREWERS BASEBALL CLUB,  
LIMITED PARTNERSHIP

By: MILWAUKEE BREWERS BASEBALL  
CLUB, INC.

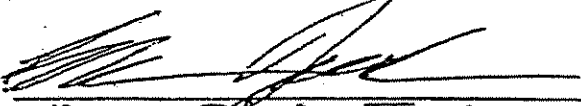
By: \_\_\_\_\_  
Name: Allan H. Selig  
Title: President

Attest: \_\_\_\_\_  
Name: Wendy Selig-Prieb  
Title: Vice President and  
General Counsel

SOUTHEAST WISCONSIN PROFESSIONAL  
BASEBALL PARK DISTRICT

By: \_\_\_\_\_  
Name: Robert N. Trunzo  
Title: Chairman

CMC HEARTLAND PARTNERS

By:  \_\_\_\_\_  
Name: Edwin Jacobson  
Title: Pres. & CEO

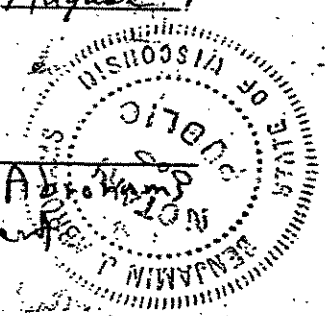
STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

BEFORE ME, a Notary in and for said County and State, personally appeared MILWAUKEE BREWERS BASEBALL CLUB, LIMITED PARTNERSHIP, by Allan H. Selig, its President, and Wendy Selig-Prieb, its Vice President and General Counsel, who acknowledged that they did execute the foregoing instrument and such execution is their free act and deed as such officers and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Milwaukee, Wisconsin, this 3rd day of August, 1998.

*Benjamin J. Abraham*

Notary Public Benjamin J. Abraham  
My commission is permanent

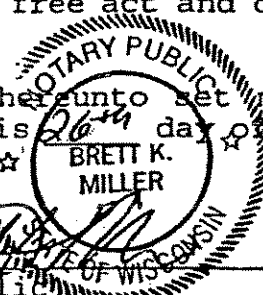


STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

BEFORE ME, a Notary in and for said County and State, personally appeared SOUTHEAST WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT, by Robert N. Trunzo, its Chairman, who acknowledged that he did execute the foregoing instrument and such execution is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Milwaukee, Wisconsin, this 26th day of August, 1998.

*Brett K. Miller*  
Notary Public  
Brett K. Miller  
Notary Public, State of Wisconsin



STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary in and for said County and State, personally appeared CMC HEARTLAND PARTNERS, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did execute the foregoing instrument and such execution is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
official seal at \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Notary Public

AUTHENTICATION

Signature of Edwin Jacobson authenticated this 18 day of Sept., 1998

William B. Guis

William B. Guis  
Member State Bar of Wisconsin

SUMMARY OF EXHIBITS

RECIPROCAL OPERATING AND EASEMENT AGREEMENT

EXHIBIT A - Legal Description of Remaining CMC Land

EXHIBIT B - Overall Site Plan

EXHIBIT C - Legal Description of CMC Exchange Tract

EXHIBIT D - Legal Description of DOA Exchange Tract

Exhibit A  
to  
Reciprocal Operating  
and Easement Agreement

INCLUDING: Tracts 1, 2, 3, 4, and 5 as delineated and described on a plat of survey prepared by Aero-Metric Engineering, Inc., for C.M.C. Real Estate Corporation, stamped, signed, and dated April 27, 1990 by Patrick L. Worden, and revised June 19, 1997.

This parcel contains the following areas as per said plat of survey:

Tract 1: 38.0 acres  
Tract 2: 78.0 acres  
Tract 3: 25.2 acres  
Tract 4: 14.4 acres  
Tract 5: 9.4 acres  
Total : 165.0 acres

AND INCLUDING: Parcel received from Wisconsin DOA .

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 Section; thence North 88°38'42", East 1388.85' feet along the North line of said Northwest 1/4 Section to a line passing through the southeast corner of existing wheelhouse building; thence South 01°42'02" East, along said line 1509.81 feet to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655 on Images 797 to 810 and recorded as Document No. 5730037 and to the point of beginning of the following description: Thence North 88°09'07" East (recorded as North 88°10'24" East), 1161.92 feet along said Northerly line to the Northeast corner of said Wisconsin Department of Administration Property; thence South 01°36'49" East (recorded as South 01°35'32" East), 105.74 feet along said Easterly line; thence South 17°30'23" West (recorded as South 17°31'40" West), 931 feet, more or less, to the centerline of the Menomonee River; thence Westerly, 862 feet, more or less, along said centerline to the southerly extension of said line passing through the southeast corner of existing wheelhouse building on CMC Heartland Partners property; thence North 01°42'02" West, 1028 feet, more or less, along said line to the point of beginning.

This parcel contains 24.0679 acres, more or less.

**EXCEPTING THEREFROM:** The north 25 feet of above said Tract 5.

This parcel contains 0.1316 acres, more or less.

**AND EXCEPTING THEREFROM:** CMC Heartland Partners Parcel, lying east of the centerline of the Menomonee River, conveyed to Wisconsin DOA:

All that part of the Northwest 1/4 of the Northwest 1/4, the Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4; thence South 01°26'45" East, 25.00 feet along the West line of said Northwest 1/4 Section to a line that is 25.00 feet south of (as measured at right angles to) and parallel with the North line of said Northwest 1/4 Section, and to the North line of a parcel of land as described in Reel 3256 on Image 656 and recorded as Document No. 5928679; thence North 88°38'42" East, 231.35 feet, along said parallel line to the centerline of the Menomonee River and to the point of beginning of the following description: Thence North 09°57'31" West, 25.28 feet, along said centerline to the North line of said Northwest 1/4 section; thence North 88°38'42" East, 336.96 feet along said North line to the Southerly right of way line of the Canadian Pacific Rail System as established by Patrick L. Worden, Registered Land Surveyor S-1196, by a plat of survey by Aero-Metric Engineering, Inc. for C.M.C. Real Estate Corporation and dated April 27th, 1990 and to a non-tangent curve; thence Southeasterly, 235.42 feet along said Southerly right of way line and along the arc of a curve to the left having a radius of 1257.63 feet and having a chord that bears South 63°52'44" East, 235.08 feet and to a line that is 15.00 feet west of (as measured at right angles to) and parallel with the west side of the existing wheel shop building; thence South 01°40'31" East, 199.80 feet along said parallel line; thence North 88°17'58" East, 616.46 feet to a line passing through the southeast corner of said existing wheel shop building and to a point that is North 88°38'42" East, 1388.85 feet, as measured along the North line of said Northwest 1/4 Section, and South 01°42'02" East, 304.55 feet, as measured along said line passing through the southeast corner of said wheel shop, from the Northwest corner of said Northwest 1/4 Section; thence South 01°42'02" East along said line, 1,205.26 feet to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655 on Images 797 to 810 and recorded as Document No. 5730037; thence South 88°09'07" West (recorded as South 88°10'24" West) 690.15 feet, along said Northerly line; thence South 34°33'25" West (recorded as South 34°34'43" West) 136.64 feet along said Northerly line; thence South 88°11'01" West (recorded as South 88°12'18" West), 291.81 feet, along said Northerly line, to the centerline of the Menomonee River; thence Northerly, 1615 feet, more or less, along said centerline to the point of beginning.

This parcel contains 33.8568 acres, more or less.

**AND EXCEPTING THEREFROM:** CMC Heartland Partners Parcel, lying west of the centerline of the Menomonee River, conveyed to Wisconsin DOA:

All that part of the Northwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the

Northwest 1/4 of Section 36, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4; thence South 01°26'45" East, 25.00 feet along the West line of said Northwest 1/4 Section to a line that is 25.00 feet south of (as measured at right angles to) and parallel with the North line of said Northwest 1/4 Section, and to the North line of a parcel of land as described in Reel 3256 on Image 656 and recorded as Document No. 5928679, and to the point of beginning of the following description: Thence North 88°38'42" East, 231.35 feet, along said parallel line to the centerline of the Menomonee River; thence Southerly, 1615 feet, more or less along said centerline; thence South 08°19'36" East, 150.33 feet along said centerline; thence South 07°40'39" East, 139.66 feet along said centerline; thence South 15°13'37" East, 168.10 feet along said centerline; thence North 68°27'48" West, 127.33 feet; thence North 51°30'38" West, 298.94 feet to the Easterly line of Parcel 1 of Certified Survey Map (C.S.M.) No. 2655 as shown in Reel 882 on Image 1043 and recorded as Document No. 4950640 and to a non-tangent curve; thence Northwesterly, 6.71 feet along said Easterly line and along the arc of a curve to the right having a radius of 3,829.51 feet and having a chord that bears North 11°11'54" West, 6.71 feet, to the Northeast corner of said C.S.M.; thence South 84°25'01" West (recorded as 84°26'34" West), 59.10 feet along the North line of said Parcel 1 to the Northwest corner of said C.S.M. and to the West line of the Northwest 1/4 of said Section 36; thence North 01°26'45" West, 1811.66 feet along said West line to the point of beginning.

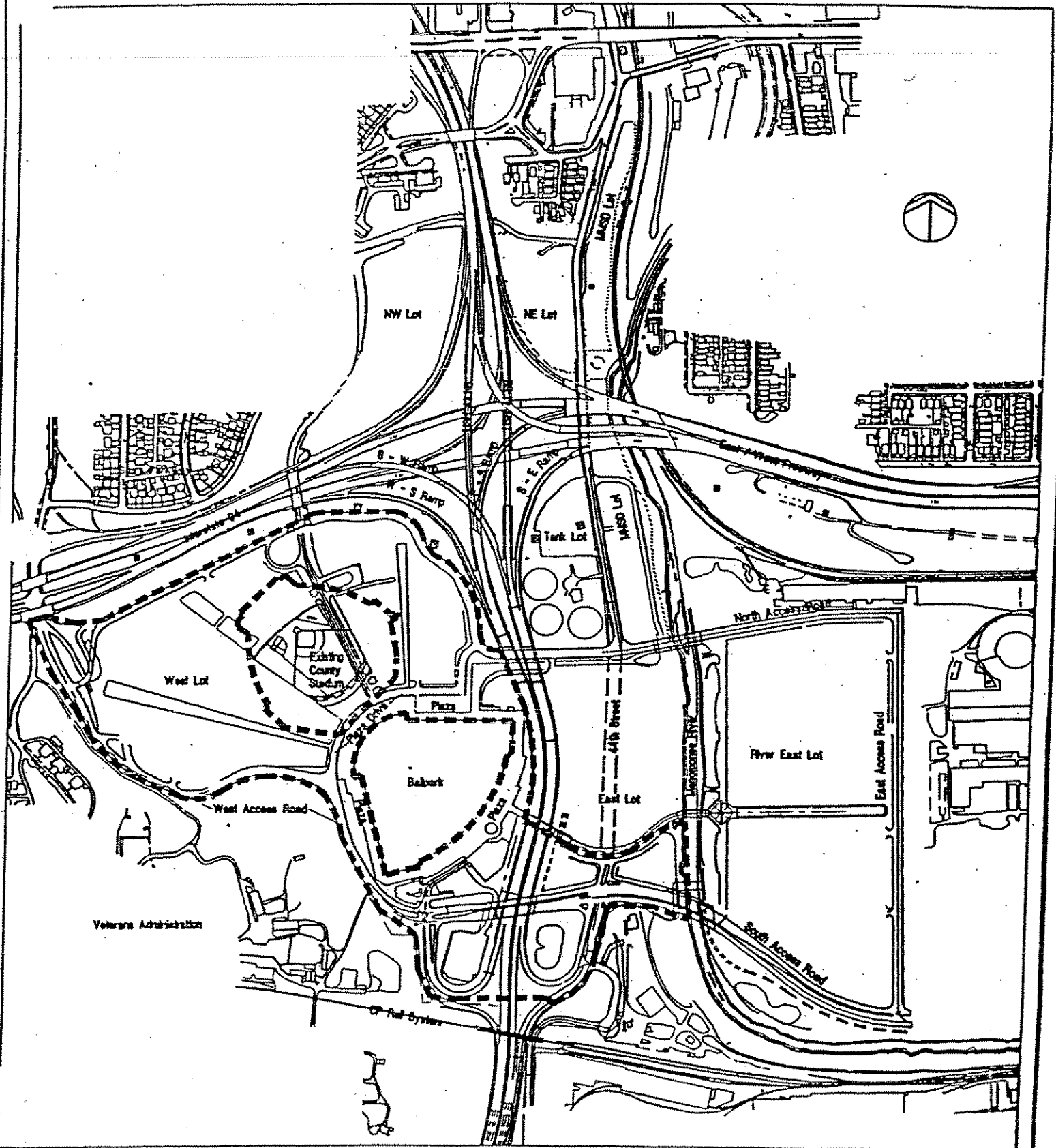
This parcel contains 14.1045 acres, more or less.

**RESULTING AREA:**

Including:	+ 165.0	acres
Including:	+ 24.0679	acres
Excepting:	- 0.1316	acres
Excepting:	- 33.8568	acres
Excepting:	- 14.1045	acres
Total:	+ 140.9750	acres

Exhibit B  
to  
Reciprocal Operating  
and Easement Agreement

FILE 4459 IMAG 2519



Miller Park

January 1997



Exhibit C  
to  
Reciprocal Operating  
and Easement Agreement

All that part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, and Southwest 1/4, of the Northwest 1/4 of Section 36, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4; thence South  $01^{\circ}26'45''$  East, 25.00 feet along the West line of said Northwest 1/4 Section to a line that is 25.00 feet south of (as measured at right angles to) and parallel with the North line of said Northwest 1/4 Section, and to the North line of a parcel of land as described in Reel 3256 on Image 656 and recorded as Document No. 5928679, and to the point of beginning of the following description: Thence North  $88^{\circ}38'42''$  East, 231.35 feet, along said parallel line to the centerline of the Menomonee River; thence North  $09^{\circ}57'31''$  West, 25.28 feet, along said centerline to the North line of said Northwest 1/4 section; thence North  $88^{\circ}38'42''$  East, 336.96 feet along said North line to the Southerly right of way line of the Canadian Pacific Rail System as established by Patrick L. Worden, Registered Land Surveyor S-1196, by a plat of survey by Aero-Metric Engineering, Inc. for C.M.C. Real Estate Corporation and dated April 27th, 1990 and to a non-tangent curve; thence Southeasterly, 235.42 feet along said Southerly right of way line and along the arc of a curve to the left having a radius of 1257.63 feet and having a chord that bears South  $63^{\circ}52'44''$  East, 235.08 feet and to a line that is 15.00 feet west of (as measured at right angles to) and parallel with the west side of the existing wheel shop building; thence South  $01^{\circ}40'31''$  East, 199.80 feet along said parallel line; thence North  $88^{\circ}17'58''$  East, 616.46 feet to a line passing through the southeast corner of said existing wheel shop building and to a point that is North  $88^{\circ}38'42''$  East, 1388.85 feet, as measured along the North line of said Northwest 1/4 Section, and South  $01^{\circ}42'02''$  East, 304.55 feet, as measured along said line passing through the southeast corner of said wheel shop, from the Northwest corner of said Northwest 1/4 Section; thence South  $01^{\circ}42'02''$  East along said line, 1,205.26 feet to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655 on Images 797 to 810 and recorded as Document No. 5730037; thence South  $88^{\circ}09'07''$  West (recorded as South  $88^{\circ}10'24''$  West) 690.15 feet, along said Northerly line; thence South  $34^{\circ}33'25''$  West (recorded as South  $34^{\circ}34'43''$  West) 136.64 feet along said Northerly line; thence South  $88^{\circ}11'01''$  West (recorded as South  $88^{\circ}12'18''$  West), 291.81 feet, along said Northerly line, to the centerline of the Menomonee River; thence South  $08^{\circ}19'36''$  East, 150.33 feet along said centerline; thence South  $07^{\circ}40'39''$  East, 139.66 feet along said centerline; thence South  $15^{\circ}13'37''$  East, 168.10 feet along said centerline; thence North  $68^{\circ}27'48''$  West, 127.33 feet; thence North  $51^{\circ}30'38''$  West, 298.94 feet to the Easterly line of Parcel 1 of Certified Survey Map (C.S.M.) No. 2655 as shown in Reel 882 on Image 1043 and recorded as Document No. 4950640 and to a non-tangent curve; thence Northwesterly, 6.71 feet along said Easterly line and along the arc of a curve to the right having a radius of 3,829.51 feet and having a chord that bears North  $11^{\circ}11'54''$  West, 6.71 feet, to the Northeast corner of said C.S.M.; thence South  $84^{\circ}25'01''$  West (recorded as  $84^{\circ}26'34''$  West), 59.10 feet along the North line of said Parcel 1 to the Northwest corner of said C.S.M. and to the West line of the Northwest 1/4 of said Section 36; thence North  $01^{\circ}26'45''$  West, 1811.66 feet along said West line to the point of beginning.

This parcel contains 2,089,197 square feet or 47.9614 acres, more or less.

Exhibit D  
to  
Reciprocal Operating  
and Easement Agreement

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 7 North, Range 21 East, City of Milwaukee, County of Milwaukee, State of Wisconsin bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 Section; thence North  $88^{\circ}38'42''$ , East 1388.85' feet along the North line of said Northwest 1/4 Section to a line passing through the southeast corner of existing wheelhouse building; thence South  $01^{\circ}42'02''$  East, along said line 1509.81 feet to the Northerly line of the Wisconsin Department of Administration Property as described in Reel 1655 on Images 797 to 810 and recorded as Document No. 5730037 and to the point of beginning of the following description: Thence North  $88^{\circ}09'07''$  East (recorded as North  $88^{\circ}10'24''$  East), 1161.92 feet along said Northerly line to the Northeast corner of said Wisconsin Department of Administration Property; thence South  $01^{\circ}36'49''$  East (recorded as South  $01^{\circ}35'32''$  East), 105.74 feet along said Easterly line; thence South  $17^{\circ}30'23''$  West (recorded as South  $17^{\circ}31'40''$  West), 931 feet, more or less, to the centerline of the Menomonee River; thence Westerly, 862 feet, more or less, along said centerline to the southerly extension of said line passing through the southeast corner of existing wheelhouse building on CMC Heartland Partners property; thence North  $01^{\circ}42'02''$  West, 1028 feet, more or less, along said line to the point of beginning.

This parcel contains 1,048,399 square feet or 24.0679 acres, more or less.